Policy Number: ADMIN-428-2026

Department: Transit Windsor

Division: Economic Development

Adoption Date: September 28, 2026

Authority: Executive Director, Transit Windsor

Scheduled for Review: September 28, 2031

Umo Misuse and Fraud Policy

1. Policy Statement:

The purpose of this policy is to safeguard Transit Windsor fare revenue, maintain the integrity of the Umo fare payment system, and establish a consistent, fair and transparent process for identifying, reviewing, and responding to the misuse, unauthorized use of Umo accounts, cards, benefit codes, passes, and other fare products.

2. Scope:

This policy applies to all users of Transit Windsor fare products administered through the Umo fare payment system, including mobile accounts, smart cards, stored value, benefit codes, passes, discounted fare products, and affiliated fare programs.

The provisions of this policy are intended to supplement applicable legislation, Transit Windsor fare policies, program agreements, and the Umo Terms and Conditions.

3. Definitions:

Account Sharing means permitting another person to access or use a Umo mobile account, card, pass, QR code, benefit code or other fare product assigned to, registered to or intended for a specific customer.

Fraudulent Use means an intentional act or attempted act to obtain, access, transfer, share, duplicate, alter, manipulate, misrepresent or use a Umo account, benefit code, fare product, pass or related service without authorization or in any manner that is contrary to program requirements, policies, terms and conditions, or agreements.

Misuse means the unauthorized or improper use of a Umo account, card, benefit code, pass, fare product, or related service in a manner that does not comply with applicable fare rules, eligibility requirements, program requirements, or terms and conditions, regardless of intent.

Account Freeze means a temporary restriction of access to a Umo account and any associated fare products while a suspected misuse is investigated or while urgent action is required to prevent ongoing or further misuse. An account freeze is not a final determination or disciplinary consequence.

Account Restriction means a final, time-limited consequence that prevents or limits use of an Umo account or specified fare products after a Confirmed Violation.

Permanent Account Termination means the final closure of an Umo account and prohibition on re-establishing the same type of account, subject to the appeal, reconsideration, accommodation and exception provisions of this policy.

Reactivation means the restoration of access to a frozen Umo account following review and approval by Transit Windsor.

Confirmed Violation means a determination, on a balance of probabilities and based on documented evidence, that misuse or fraudulent use occurred.

Cash Stored Value means monetary values purchased or loaded by, or on behalf of, a customer for future fare payment and excludes sponsored, discounted or institutionally funded fare products.

Sponsored Fare Product means a pass, benefit code, discount or other fare product funded, issued or subsidized by Transit Windsor, an educational institution, student association, employer or other sponsoring organization, including a U-Pass or Saint Pass.

Lookback Period means the rolling twenty-four (24) month period immediately preceding the date of the conduct under review.

4. Responsibilities:

4.1 The Executive Director, Transit Windsor, is responsible for:

- Approving the policy and any material amendments or revisions.

4.2 The Senior Manager, Administration & Customer Experience, or designate, is responsible for:

- Implementing this policy and establishing administrative procedures and controls;
- Monitoring compliance with this policy and reviewing its effectiveness;
- Approving or denying appeals and requests for exceptions;
- Ensuring staff are trained on the review, reactivation and documentation requirements under this policy; and,
- Approving exceptions to account restrictions, sponsored fare product forfeiture or reinstatement provisions where warranted.

4.3 Customer Service staff are responsible for:

- Explaining the reason for an account restriction or freeze and the consequences of further misuse;
- Reviewing account and transaction information in accordance with applicable privacy and access requirements;
- Processing approved account reactivations;
- Applying account restrictions in accordance with this policy and approved procedures; and,
- Documenting all reviews, investigations, reactivations, communications, and final dispositions.

4.4 Umo Customers must take reasonable steps to safeguard their account credentials, devices, cards, QR codes and benefit codes from unauthorized use and must promptly report any loss, theft, compromise or suspected unauthorized use.

5. Policy:

5.1 Governing rules and regulations

5.1.1 Umo accounts, registered Umo cards, mobile credentials, QR codes, passes, stored value and benefit codes are intended for use by the authorized customer only and shall not be shared, sold, transferred, duplicated, altered, manipulated, or used in a manner contrary to this policy, applicable program requirements, or the Umo Terms and Conditions.

5.1.2 Prohibited activities include, but are not limited to:

- Permitting another person to use a personal, non-transferable, discounted, subsidized, or eligibility-based fare product;
- Creating, maintaining, or using multiple accounts to circumvent system controls, eligibility requirements, fare rules, account restrictions, or account freezes;
- Changing devices, credentials or account information for the purpose of facilitating unauthorized use or circumventing system controls;
- Improperly redeeming, selling or distributing a benefit code or fare product;
- Attempting to bypass, reverse, disable, interfere with or otherwise circumvent a restriction, suspension or account freeze applied by Transit Windsor or Umo; and,
- Engaging in any activity that results in the unauthorized use, receipt, transfer, or provision of a fare product, discount, subsidy, or other fare-related benefit.

5.1.3 Transit Windsor may use fraud detection tools, account activity records, transaction histories, device-related information, system-generated alerts and

other information available through the Umo fare payment system to identify, review, investigate and respond to suspected misuse or fraudulent activity.

5.1.4 A system alert or unusual activity does not, on its own, establish a violation. A violation is confirmed only where Transit Windsor determines, on a balance of probabilities and based on corroborated, documented evidence, that misuse or fraudulent use occurred. Transit Windsor will consider the surrounding circumstances and all information reasonably available, including any explanation or supporting documentation provided by the customer.

5.1.5 Transit Windsor will make reasonable efforts to complete an initial review within five (5) business days of an account being frozen. Where additional time is required due to the complexity of the review or the need to obtain additional information, the customer will be notified in writing that the review remains ongoing.

5.1.6 Written notice of an account freeze and any final decision will be provided within three (3) business days of the applicable action or decision. The notice shall include the reason for the action, the evidence relied upon in summary form, the consequences imposed, the effective date, the review or appeal process, and the applicable deadline.

5.2 First confirmed violation

5.2.1 Where a violation is confirmed and the customer has not had a confirmed violation within the preceding twenty-four (24) months, the customer may be considered for a one-time reactivation of the account, at the discretion of Transit Windsor and in accordance with this policy. Until such approval is granted, the account shall remain frozen.

5.2.2 Prior to reactivation, Customer Service staff shall advise the customer of the reason for the account freeze, advise that the account or fare product must not be shared or otherwise misused, and confirm the consequences of a subsequent confirmed violation within the rolling twenty-four (24) month lookback period, including a twelve (12) month account restriction and forfeiture of applicable sponsored fare products.

5.2.3 A one-time reactivation is discretionary and may be denied where Transit Windsor determines that the circumstances involve deliberate fraud, benefit sharing or resale, false information, repeated violations, or other serious misconduct.

5.2.4 The reactivation decision shall be documented in the authorized customer or account record, including the date, reason for the account freeze, review outcome, staff member responsible for the review, and notice provided to the customer.

5.2.5 Where frequent legitimate device changes contributed to an account restriction, the customer may be encouraged to use a Umo card to reduce the likelihood of future service disruptions.

5.3 Subsequent violation

5.3.1 Where a further violation is confirmed within the rolling 24-month lookback period after a one-time reactivation has been granted:

- The Umo account will be frozen or closed for 12 months from the date of the final decision;
- Any Sponsored Fare Product associated with the account will be forfeited and become inaccessible for the applicable program period;
- Subject to applicable law, payment rules and Umo terms, Transit Windsor will make reasonable efforts to refund or transfer the remaining unused cash stored value, less any proven loss directly attributable to the violation and any reasonable administrative charge that is legally permitted and disclosed in advance; and,
- During the 12-month account restriction, the customer may be required to use another payment method and may be restricted from holding a personal or discounted pass, subject to applicable law and program terms and any approved accommodation or exception under this policy.

5.3.2 Before a final subsequent-violation decision or twelve (12) month account restriction is imposed, the customer will receive written notification of the proposed decision, a summary of the evidence and a reasonable opportunity to respond. This pre-decision opportunity may be deferred where an immediate account freeze is reasonably necessary to prevent ongoing misuse, protect fare revenue or preserve system integrity. The final decision shall consider any response received, include written reasons, and be reviewed and approved by two authorized staff members, including the Senior Manager, Administration & Customer Experience, or designate.

5.3.3 After the twelve (12) month account restriction period has ended, the customer may apply for reinstatement. Reinstatement is subject to identity and eligibility verification, completion of any required account setup requirements, and acceptance of the fare program terms and conditions then in effect.

5.3.4 Transit Windsor may impose permanent account termination only where documented evidence establishes deliberate or organized fraud, benefit trafficking, identity misrepresentation, falsified eligibility information, or repeated intentional circumvention of an account restriction, and where a lesser consequence would not reasonably protect fare revenue or system integrity. Before a final decision, the customer will receive a written summary of the evidence and a reasonable opportunity to respond, unless an immediate temporary account freeze is required under section 5.3.2. The final written decision will outline the reasons, be approved by the Senior Manager, Administration & Customer Experience, or a designate. For information related to the appeal and reconsideration process, refer to section 5.5.

5.4 Benefit code and institutional program misuse

5.4.1 A customer who shares, sells, transfers or otherwise misuses a benefit code may lose access to the associated Sponsored Fare Product and may be removed from the applicable program in accordance with this policy and the applicable program terms.

5.4.2 Transit Windsor may notify the sponsoring institution or organization of confirmed misuse only where the applicable agreement, law or documented consent authorizes the disclosure. Any disclosure will be limited to the minimum information reasonably necessary for the authorized purpose, and the legal authority or consent basis will be documented. Customers and students will be advised in advance, through the applicable program terms or individual enrolment communication, that confirmed misuse may be reported to the sponsoring institution or organization. Transit Windsor may seek recovery of improperly obtained benefits where authorized by the applicable agreement and law.

5.4.3 For U-Pass, SaintPass, and any similar institution-based fare programs, all matters relating to misuse, continued payment obligations, forfeiture, refunds, credits, replacement eligibility, appeals, exceptions, and other student remedies shall be administered in accordance with the applicable institutional or student association agreement, program terms, and governing laws. Transit Windsor will follow the direction of the participating institution or student association regarding the resolution of confirmed violations and any resulting consequences, provided such direction is consistent with the applicable agreements, program requirements, and legislative obligations. The participating institution or student association is responsible for communicating all applicable program terms and conditions to students before benefit-code redemption or enrollment.

5.5 Review and Appeal

5.5.1 A customer may request a review of an account freeze through Transit Windsor Customer Service and must provide sufficient account information and any relevant supporting documentation. Before a significant final consequence is imposed, including a 12-month account restriction, sponsored fare product forfeiture or permanent account termination, the customer will be given the notice and opportunity to respond as described in this policy.

5.5.2 Transit Windsor may require reasonable proof of identity before discussing account information, processing a review or appeal, reactivating an account, restoring access to fare products, or otherwise administering an account under this policy.

5.5.3 A written appeal of a final decision may be submitted within thirty (30) calendar days of the customer's receipt of the written decision. The appeal shall be reviewed by the Senior Manager, Administration & Customer Experience, or designate. A staff member who reviewed or approved the original subsequent violation decision shall not be the sole decision-maker on the appeal. Transit Windsor shall issue a written decision, including reasons, within thirty (30) calendar days of receiving a complete appeal and any supporting documentation.

Where additional information is reasonably required or circumstances prevent a decision within that period, Transit Windsor may extend the time to decide the appeal and shall provide the customer with written notice of the extension and the reasons for it.

5.5.4 Submitting a review or appeal does not require Transit Windsor to restore account access while the matter is under consideration. Transit Windsor may restore account access while the matter is under consideration. Any continued account freeze must remain necessary and proportionate to the identified risk and should be reviewed where relevant new information is received.

5.5.5 Transit Windsor may grant exceptions for financial hardship, system error, unauthorized use, or other circumstances beyond the customer's reasonable control. Transit Windsor shall provide disability-related accommodation as required by applicable law, including the Ontario Human Rights Code and the Accessibility for Ontarians with Disabilities Act, 2005. Any accommodation or exception shall be individually assessed, documented, and applied in accordance with applicable legislation, program requirements, and operational considerations, as approved by the Senior Manager, Administration & Customer Experience, or designate.

5.6 Privacy and records

5.6.1 Information collected or reviewed under this policy will be limited to what is reasonably required to administer the fare system, investigate suspected misuse, document decisions and meet legal or contractual obligations.

5.6.2 Records of account freezes, reviews, reactivations, appeals and final decisions will be maintained in accordance with the City of Windsor records retention requirements and applicable privacy legislation.

5.7 Communication and customer education

5.7.1 Transit Windsor will communicate account-sharing restrictions, review standards and potential consequences, privacy and information-sharing practices, and available review, appeal, accommodation and exception processes through appropriate channels, which may include website information, Umo terms and conditions, benefit code communications, Customer Service interactions and participating institutions. For U-Pass and SaintPass programs, the applicable misuse, reporting, forfeiture and refund terms will be included with the individual benefit code redemption email or other enrolment communication.

5.7.2 Customers should use the device associated with their UMO mobile account whenever possible. Customers who frequently change or use multiple devices may be advised to use a Umo card to support account security and reduce potential service disruptions.

6. Additional Legislative Authority:

Umo Pass Terms and Privacy Policy

Ontario Human Rights Code

Accessibility for Ontarians with Disabilities Act, 2005

7. Records and Attachments: